

<i>SERFF Tracking Number:</i>	<i>CUNX-125926059</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>CUMIS Insurance Society, Inc.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR0107002F01</i>		
<i>TOI:</i>	<i>28.0 Credit</i>	<i>Sub-TOI:</i>	<i>28.0003 Personal Property</i>
<i>Product Name:</i>	<i>Lenders Protection Insurance</i>		
<i>Project Name/Number:</i>	<i>2008 Lenders Protection Revision/GL AR0107002F01</i>		

Filing at a Glance

Company: CUMIS Insurance Society, Inc.

Product Name: Lenders Protection Insurance

TOI: 28.0 Credit

Sub-TOI: 28.0003 Personal Property

Filing Type: Form

SERFF Tr Num: CUNX-125926059 State: Arkansas

SERFF Status: Closed

Co Tr Num: GL AR0107002F01

Co Status:

Author: SPI CUNA

Date Submitted: 12/01/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Llyweyia Rawlins

Disposition Date: 12/02/2008

Disposition Status: Approved

Effective Date Requested (New): 05/01/2009

Effective Date Requested (Renewal): 05/01/2009

Effective Date (New): 05/01/2009

Effective Date (Renewal):

05/01/2009

State Filing Description:

General Information

Project Name: 2008 Lenders Protection Revision

Project Number: GL AR0107002F01

Reference Organization: N/A

Reference Title:

Filing Status Changed: 12/02/2008

State Status Changed: 12/02/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number: N/A

Advisory Org. Circular:

Deemer Date:

We are filing the following revisions for all new and renewal policies effective on and after May 1, 2009. The following items are included for your review and consideration.

FORMS

The attached forms have formatting and style changes, including the addition of quotations around defined terms versus

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beginning with capital letters and bold print. Other non-substantive and clarifying revisions have also been made. The summary below only references the substantive revisions.

Declarations - LEND 300 10 08

- The insuring agreement has been deleted. This information is contained in the policy.
- Policy Period has been revised. A Policy Period General Policy Condition has been added to the policy.

Lenders Protection Insurance - LEND 301 10 08

Definitions:

- Deficiency Loss has been revised to clarify the last payment to principal will be considered the last payment made by the borrower or owner.
- Gray Market Motor Vehicle, Salvaged Motor Vehicle and True Miles Unknown Motor Vehicle were added because the Motor Vehicle definition was revised to clarify what is not considered a motor vehicle.
- Loan has been revised to clarify it is secured by a security agreement on one motor vehicle. In addition, the Outstanding Loan Balance, Realized Value and Wholesale Fair Market Value definitions were revised to remove reference to more than one motor vehicle.
- Policy Period has been deleted. A Policy Period General Policy Condition has been added.

Loss Settlement:

- Loss Settlement has been revised to clarify the last payment to principal will be considered the last payment made by the borrower or owner.

Exclusions:

- Subtitles have replaced the exclusion numbers, and the exclusions have been arranged alphabetically.
- Other revisions were made to address revisions previously mentioned.

Conditions For A Loss:

<i>SERFF Tracking Number:</i>	<i>CUNX-125926059</i>	<i>State:</i>	<i>Arkansas</i>
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- Subtitles have replaced the exclusion numbers, and the exclusions have been arranged alphabetically.
- Additional required documentation has been added to File Notice Of Claim

General Policy Conditions:

- Cancellation Of This Policy has been revised for consistency with other CUMIS policies.
- Duties To Prevent Or Reduce Loss has been revised for clarification and to address revisions previously mentioned.
- Nonrenewal has been revised for consistency with other CUMIS policies.
- Policy Period has been added.

Arkansas Endorsement - LEND 304 10 08 AR

This is a revised form. This endorsement amends the policy to comply with state statutes, regulations and bulletins.

Attached are final printed copies of the forms. Also attached are copies of the revised forms showing added and deleted items. These revised forms show HL in the lower left corner. Added items are double underlined, and deleted items are struck out.

Company and Contact

Filing Contact Information

Laura Theis, Compliance Analyst
(Administrative Office) Location 5910 2 C6
Madison, WI 53705

CUMIS.Compliance.Mail@cunamutual.com
(800) 356-2644 [Phone]
(608) 236-6226[FAX]

Filing Company Information

CUMIS Insurance Society, Inc.
(Administrative Office) Location 5910 2 C6

CoCode: 10847
Group Code: 306

State of Domicile: Iowa
Company Type: Property and
Casualty

5910 Mineral Point Road
Madison, WI 53705
(608) 238-5851 ext. [Phone]

Group Name:
FEIN Number: 39-0972608

State ID Number:

SERFF Tracking Number:	CUNX-125926059	State:	Arkansas
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Product Name:	Lenders Protection Insurance		
Project Name/Number:	2008 Lenders Protection Revision/GL AR0107002F01		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
CUMIS Insurance Society, Inc.	\$50.00	12/01/2008	24228053

SERFF Tracking Number:	CUNX-125926059	State:	Arkansas
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Product Name:	Lenders Protection Insurance		
Project Name/Number:	2008 Lenders Protection Revision/GL AR0107002F01		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/02/2008	12/02/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	12/02/2008	12/02/2008	SPI CUNA	12/02/2008	12/02/2008

<i>SERFF Tracking Number:</i>	<i>CUNX-125926059</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>2008 Lenders Protection Revision/GL AR0107002F01</i>		

Disposition

Disposition Date: 12/02/2008

Effective Date (New): 05/01/2009

Effective Date (Renewal): 05/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	CUNX-125926059	State:	Arkansas
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Product Name:	Lenders Protection Insurance		
Project Name/Number:	2008 Lenders Protection Revision/GL AR0107002F01		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Declarations	Approved	Yes
Form	Lenders Protection Insurance	Approved	Yes
Form (revised)	Arkansas Endorsement	Approved	Yes
Form	Arkansas Endorsement	Approved	No

SERFF Tracking Number: CUNX-125926059 State: Arkansas
Filing Company: CUMIS Insurance Society, Inc. State Tracking Number: EFT \$50
Company Tracking Number: GL AR0107002F01
TOI: 28.0 Credit Sub-TOI: 28.0003 Personal Property
Product Name: Lenders Protection Insurance
Project Name/Number: 2008 Lenders Protection Revision/GL AR0107002F01

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 12/02/2008
Submitted Date 12/02/2008
Respond By Date 12/13/2008

Dear Laura Theis,

Form: Arkansas Endst. Lenders Protection Insurance - LEND 304

On page 1 of 2 please correct the Arkansas Insurance Department address to read:
1200 West Third Street
Little Rock, AR 72201-1904

Thank You
Llyweyia

Please feel free to contact me if you have questions.
Sincerely,
Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 12/02/2008
Submitted Date 12/02/2008

Dear Llyweyia Rawlins,

Comments:

Response to December 2, 2008 Objection Letter

Response 1

Comments: The address has been revised in form LEND 304 10 08 AR.

Changed Items:

No Supporting Documents changed.

SERFF Tracking Number: CUNX-125926059 *State:* Arkansas
Filing Company: CUMIS Insurance Society, Inc. *State Tracking Number:* EFT \$50
Company Tracking Number: GL AR0107002F01
TOI: 28.0 Credit *Sub-TOI:* 28.0003 Personal Property
Product Name: Lenders Protection Insurance
Project Name/Number: 2008 Lenders Protection Revision/GL AR0107002F01

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Endorsement	LEND 304 AR	10 08	Endorsement/Amendment/Conditions	Replaced	DOI Approved 11/08/04	0	LEND 304 AR.PDF
Previous Version							
Arkansas Endorsement	LEND 304 AR	10 08	Endorsement/Amendment/Conditions	Replaced	DOI Approved 11/08/04	0	LEND 304 AR.PDF

No Rate/Rule Schedule items changed.

Laura L. Theis
 Rate & Forms Compliance Analyst
 Phone: 800.356.2644 X8816
 Fax: 608.236.6226
 E-mail: Cumis.Compliance.Mail@cunamutual.com

Sincerely,
 SPI CUNA

SERFF Tracking Number: CUNX-125926059 State: Arkansas

Filing Company: CUMIS Insurance Society, Inc. State Tracking Number: EFT \$50

Company Tracking Number: GL AR0107002F01

TOI: 28.0 Credit Sub-TOI: 28.0003 Personal Property

Product Name: Lenders Protection Insurance

Project Name/Number: 2008 Lenders Protection Revision/GL AR0107002F01

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Declarations	LEND 300	10 08	Declaration Replaced s/Schedule	Replaced Form #:0.00 LEND 300 07/04 Previous Filing #: DOI Approved 11/08/04		LEND 300.PDF
Approved	Lenders Protection Insurance	LEND 301	10 08	Policy/Coverage Replaced Form	Replaced Form #:0.00 LEND 301 11/05 Previous Filing #: AR-PC-05-017315		LEND 301 .PDF
Approved	Arkansas Endorsement	LEND 304 AR	10 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 LEND 304 10 04 AR Previous Filing #: DOI Approved 11/08/04		LEND 304 AR.PDF



CUMIS Insurance Society, Inc.

Home Office:
2000 Heritage Way
Waverly, IA 50677

Administrative Office:
5910 Mineral Point Rd
Madison, WI 53705

DECLARATIONS LENDERS PROTECTION INSURANCE

Policyholder/Address:

Policy Number:

This Policy is effective at 12:01 a.m. on

and is continuous until canceled.

The Anniversary Date of this Policy is

and each calendar year thereafter.

These Declarations are effective at 12:01 a.m. on
Declarations.

and supersede any previous

Reason for Declarations:

Loan Limit Of Liability:

Maximum Loan Term Of Repayment:

Premium:

Countersignature:
(Where Required)

Issue Date of this Declarations:

Coverage in this Policy is subject to the following provisions. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The words "you" and "your" refer to the Policyholder shown on the Declarations. The words "we," "us" and "our" refer to CUMIS Insurance Society, Inc.

Other words and phrases that appear in quotation marks are defined in the Policy and have special meaning.

COVERAGE

We will reimburse you for a "deficiency loss." The amount we will pay for a "deficiency loss" is subject to the "loan limit of liability." Our obligations are subject to the Declarations, Coverage, Definitions, Loss Settlement, Exclusions, Conditions For A Loss and General Policy Conditions of this Policy.

DEFINITIONS

Borrower

"Borrower" means any person(s) borrowing funds from you under an "insured loan agreement."

Date Of Loss

"Date of loss" means the date when you realize an amount from the sale of the "repossessed" "motor vehicle."

Deficiency Loss

"Deficiency loss" means the amount, if any, after selling the "motor vehicle" that secures the "insured loan" by which the "outstanding loan balance" of the "insured loan" as of the date of the last payment to principal, made by the "borrower" or "owner," plus a maximum of 60 days of interest exceeds the greater of:

1. "Realized value"; or
2. 80% of the "wholesale fair market value" as of 90 days after the last payment to principal, made by the "borrower" or "owner," or the "date of loss," whichever date is earliest.

Gray Market Motor Vehicle

"Gray market motor vehicle" means a "motor vehicle" that has been brought into the United States of America, its territories or possessions, from another country, and has never been titled in the United States of America, its territories or possessions.

Insured Loan or Insured Loan Agreement

"Insured loan" or "insured loan agreement" means the written contract(s) evidencing a "loan" issued during the Policy Period stating the terms of repayment for money you have loaned to a "borrower" and that is secured by a "security agreement" on a "motor vehicle" and which we have notified you is insured under this Policy. An "insured loan" or "insured loan agreement" does not mean a lease.

Loan

"Loan" means a written contract stating the terms of repayment for money you have loaned to a "borrower" and that is secured by a "security agreement" on one "motor vehicle."

Loan Limit Of Liability

The "loan limit of liability" is the most we will pay for a "deficiency loss" for an "insured loan." The amount of the "loan limit of liability" is shown on the Declarations.

Motor Vehicle

1. "Motor vehicle" means:

- a. Automobile;
- b. Utility vehicle;
- c. Light pick-up truck; or
- d. Van,

when used for personal, family or household use for which you have:

- a. A "security agreement" between you and the "owner" of the "motor vehicle";
- b. A properly perfected "security interest," including full rights of "repossession" against the "owner," purchasers of the "motor vehicle" and all other secured parties; and
- c. An "insured loan agreement" that includes the amount loaned to a "borrower" and scheduled regular monthly payments.

2. "Motor vehicle" does not mean a:

- a. "Gray market motor vehicle";
- b. "Salvaged motor vehicle"; or
- c. "True miles unknown motor vehicle."

Notice Of Claim

"Notice of claim" means a detailed proof of loss on a form provided by us.

Outstanding Loan Balance

"Outstanding loan balance" means the amount of principal due you for an "insured loan" secured by the "repossessed" "motor vehicle" less:

1. Any insurance charges and other charges including late fees and finance charges; and
2. Collection expenses, including attorney fees and court costs; mechanic's lien expenses, "repossession" fees, auction or disposal fees, storage expenses, locator expenses, appraisal fees, legal expenses, or any other expenses associated with the collection of the "insured loan" or "repossession" or sale of the "motor vehicle."

Owner

"Owner" means the person(s) whose name(s) appear(s) on the certificate of title to the "motor vehicle" as owner or who otherwise has legal ownership of the "motor vehicle." "Owner" does not mean you.

Realized Value

"Realized value" means the amount you realize from the sale of the "repossessed" "motor vehicle," without deductions for mechanic's lien expenses, "repossession" fees, auction or disposal fees, storage expenses, locator expenses, appraisal fees, legal expenses, or any other expenses associated with "repossession" or sale of the "motor vehicle," plus any amounts received for physical damage loss to the "motor vehicle."

Redemption Period

"Redemption period" means the minimum period required by federal or state statute or regulation that the "owner" has to redeem a "motor vehicle" following "repossession."

Repossess or Repossessed or Repossession

"Repossess" or "repossessed" or "repossession" means that you or someone on your behalf, other than the "owner" or "borrower," has physical care, custody and control of the "motor vehicle" that secures the "insured loan."

Salvaged Motor Vehicle

"Salvaged motor vehicle" means a "motor vehicle" that has been damaged, destroyed or wrecked to such an extent that it was considered uneconomical to repair.

Security Agreement

"Security agreement" means the written agreement that creates a "security interest" in the "motor vehicle."

Security Interest

"Security interest" means an interest in the "motor vehicle" that secures the payment or performance of an "insured loan" to you other than a wholesale or floor plan obligation.

True Miles Unknown Motor Vehicle

"True miles unknown motor vehicle" means a "motor vehicle" that the:

1. True miles are unknown;
2. Mileage shown on the odometer is not the actual number of miles traveled; or
3. Odometer has been repaired or replaced and was incapable of registering the same mileage it had prior to its repair or replacement.

Wholesale Fair Market Value

"Wholesale fair market value" means the wholesale or trade-in value of the "repossessed" "motor vehicle," where located, according to the applicable nationally recognized used car valuation guide approved by us. If no "wholesale fair market value" is available in a nationally recognized used car valuation guide approved by us, "wholesale fair market value" means a comparative value obtained from an auto dealer, approved by us, for a recently sold motor vehicle of the same year, make, model and options.

In the event of a "deficiency loss" to which this Policy applies, upon receipt of the proper "notice of claim" and adequate supporting claim documentation, and subject to the "loan limit of liability," we will reimburse you for such loss in an amount that will be calculated as follows:

Loss Settlement Option

The "outstanding loan balance" as of the date of last payment to principal, made by the "borrower" or "owner," plus accrued interest on the "insured loan" from the date of the last payment to principal, made by the "borrower" or "owner," not to exceed 60 days of such interest, less:

1. The greater of:
 - a. "Realized value"; or
 - b. 80% of the "wholesale fair market value" as of 90 days after the last payment to principal, made by the "borrower" or "owner," or the "date of loss," whichever date is earliest; and
2. Any payment to an "insured loan" received after the date of last payment to principal, made by the "borrower" or "owner," not included above.

We will not pay for a loss resulting from:

Business Or Commercial Use

"Motor vehicles" used as a public or livery conveyance or taxi or any other business or commercial use.

Cross-Collateral Clause

A "loan" in which your "security interest" results from the application of a cross-collateral clause.

Damage Or Theft

Physical damage to, or theft of, a "motor vehicle."

Dishonest, Fraudulent Or Criminal Act

Any dishonest, fraudulent or criminal act; or intentional concealment or misrepresentation of a material fact, by:

1. You or any of your directors, officers, agents or employees;
2. Any dealer, consignee or broker from whom you acquire the "loan" or any officer or employee of such dealer, consignee or broker;
3. Anyone acting in any capacity as an agent for you in obtaining the "loan"; or
4. A "borrower" or "owner,"

at any time and relating to coverage under this Policy.

Loan Collection

A "deficiency loss" if you are able to collect "loan" payments from any source.

Loan Not Covered

A "loan" which:

1. We did not expressly agree to insure;
2. No premium was paid;
3. Was not secured by the "repossessed" "motor vehicle"; or
4. Was secured by more than one "motor vehicle."

Loan Or Security Interest Created

A "loan" granted or "security interest" created:

1. Prior to the effective date of this Policy; or
2. After cancellation of this Policy.

No Title Or Unperfected Title

Your failure to obtain or perfect title of a "repossessed" "motor vehicle."

Nonregular Scheduled Payments

A "loan" that includes any scheduled:

1. Balloon payment;
2. Single payment; or
3. Regular payments more than one month apart.

Other Motor Vehicles

A "loan" secured by a "gray market motor vehicle," "salvaged motor vehicle" or "true miles unknown motor vehicle."

Priority Of Security Interest Lost

Loss of priority of your "security interest" over other holders of security interests in, or liens against, the "motor vehicle."

Title Defect

A defect in the title that existed at the time the "loan" became effective.

The following must have occurred or exist for us to have any obligation for a loss payment.

Collect Outstanding Loan Balance

You have made a good faith effort to collect the "outstanding loan balance" from any source reasonably known to you.

File Notice Of Claim

Within 30 days after sale of the "repossessed" "motor vehicle," you will file with us a completed "notice of claim" with supporting documentation including payment history, date of "repossession," bill of sale for the "repossessed" "motor vehicle," police report (if applicable), "loan" and "security agreement," and proof of "motor vehicle" valuation to insure the "loan."

First Position Security Interest

You must have a first position "security interest" in the "motor vehicle." There may be no other lien holder with a security interest in the "motor vehicle" superior to your "security interest."

Loan Due And Payable

You or your representatives have declared all sums owed under the "insured loan" due and payable.

Physical Damage Insurance

You must require the "owner" or "borrower" to maintain acceptable physical damage insurance on the "motor vehicle" with you named as loss payee. The deductible on such physical damage insurance must not exceed \$1,000.

Possession

You have:

1. Taken possession of the "motor vehicle" in accordance with the provisions of the Uniform Commercial Code or other applicable statute or regulation; and
2. Proceeded in accordance with such Code or other statute or regulation to foreclose the interest of the "owner" in the "motor vehicle."

Provide Notices

You must have provided any and all notices concerning the "insured loan" or your "security interest" in the "motor vehicle" required by the Uniform Commercial Code or other applicable statute or regulation necessary to protect your "security interest."

Redemption

Any applicable "redemption period" and all "owner's" rights to redemption must have fully lapsed prior to sale of the "repossessed" "motor vehicle."

Repossessed And Sold

The "motor vehicle" has been "repossessed" and sold.

Cancellation Of This Policy

1. You may cancel this Policy by mailing or delivering advance written notice of cancellation to us.
2. If we cancel this Policy, cancellation is effective:
 - a. 10 days after we mail or deliver notice of cancellation for nonpayment of premium; or
 - b. 30 days after we mail or deliver notice of cancellation for any other reason.
3. When we cancel this Policy, we will mail or deliver to you, and to your agent, written notice of cancellation stating the effective date and the reason for cancellation. We will mail or deliver this notice to the last mailing address known to us. If this notice is mailed, proof of mailing will be sufficient proof of notice.
4. If this Policy is canceled, coverage will remain in force on "loans" for which the appropriate premium was paid.

Cancellation Of Coverage On A Loan

Coverage on an "insured loan" will be canceled without further action by us when the "outstanding loan balance" has been refinanced or paid off. In such event, upon notice to us, we will send you any premium refund due. The refund will be 100% for the first three months, and reduced by 5% per month after that. If we paid a claim on that "insured loan" under this Policy, no premium refund will be provided.

Changes Or Modifications Of Policy Terms

1. The terms of this Policy may not be changed or deleted except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium on all "insured loans" granted on or after the effective date of the change.
2. If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the Policy Period, the broadened coverage will immediately apply to this Policy.

Concealment, Misrepresentation Or Fraud

This Policy is voidable by us in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or your directors, officers, employees or agents, at any time, concerning:

1. This Policy; or
2. A claim under this Policy.

Conformity With Statute

Terms of this Policy that are in conflict with the statutes of the state where this Policy is issued are amended to conform to such statutes.

Coverage For An Insured Loan

You must request coverage under this Policy for any "loan" you wish to be covered and insured under this Policy. We will provide you forms or procedures to apply for insurance for a particular "loan." You must apply for insurance for a "loan" prior to or at the time of making of the "loan." If we accept your request for insurance coverage for a specific "loan," we will notify you of the acceptance for that "loan" with the premium due on that "insured loan" for the scheduled length of the "insured loan." You must pay the full premium due not later than the due date shown.

Coverage Issued In Error

Coverage for a "loan" will be rescinded and we will return premium in full, if coverage was issued in error.

Coverage Territory

Coverage under this Policy applies only to "repossessions" that occur within the United States of America, its territories and possessions.

Duties In The Event Of Loss

1. When you become aware of a loss, you must promptly:
 - a. Provide us with written notification of the loss on a form provided by us;
 - b. Cooperate with us, our appointee, or any public official in the investigation, settlement, or the conduct of any claim or suit, using legal proceedings if necessary;
 - c. Provide us with documentation when requested by us; and
 - d. Agree to examinations under oath, at our request, and give us a signed statement of your answers.
2. You must not assume any other obligation, incur any expense or voluntarily make any payment, except at your own cost, unless specifically authorized by us.

Duties To Prevent Or Reduce Loss

Upon discovery of any act or omission that may result in a covered loss, at your own expense, you will promptly:

1. Take all reasonable steps to collect on the outstanding "insured loan"; and
2. "Repossess" the "motor vehicle" that secures the "insured loan" and sell it.

Examination

We have the right to examine your operations, books and records at any time while this Policy remains in effect. By our examination of your operations, books or records we make no representation or warranty of compliance with any law or regulation. The examination would be for our benefit only.

Existing Loans

A "loan" made before the effective date of this Policy that is renegotiated after the Policy effective date and for which application is made under this Policy for insurance, will be considered a new "loan" requiring, if insurance is issued under this Policy, the payment of premium thereon for coverage under this Policy.

Future Advances

Any advances that increase the "outstanding loan balance" and for which application is made under this Policy for insurance will be considered a new "loan" requiring, if insurance is issued under this Policy, the payment of premium thereon for coverage under this Policy.

Legal Action Against Us

1. No person or organization may bring legal action against us under this Policy unless:
 - a. There has been full compliance with all of the terms and provisions of this Policy; and
 - b. The action is brought within 2 years after the date that the loss occurred.
2. If in conflict with state statutes that allow you a certain time period for filing legal action, this condition is amended to conform to such statutes.

Loan Agreement Required Terms Of Repayment

The "insured loan agreement" must require payments in amounts sufficient to fully repay the total amount borrowed, including principal and interest, within the number of years shown on the Declarations from the date of disbursement.

Misrepresentation By Borrower

You must keep us fully and promptly informed of any information coming to your knowledge at any time that would indicate the "borrower" had misrepresented facts that, if truly represented, would have resulted, under our underwriting standards in effect at the time of the "insured loan," in the refusal of coverage under this Policy.

Nonrenewal

If we do not renew this Policy we will mail or deliver to you, and to your agent, written notice of nonrenewal stating the effective date and the reason for nonrenewal. We will mail or deliver this notice to the last mailing address known to us at least 30 days before the Anniversary Date of this Policy. If this notice is mailed, proof of mailing will be sufficient proof of notice.

Other Insurance

1. The insurance under this Policy will be excess insurance if there is other valid and collectible insurance that applies or would have applied in the absence of this Policy.
2. This Policy will not pay any Loss Settlement until the amount of the other insurance has been exhausted. Subject to the terms of this Policy, you will be reimbursed the difference between the amount collectible from the other insurance and the amount of the Loss Settlement that otherwise would have been paid by this Policy.

Our Right To Recover From Others

If we pay a Loss Settlement under this Policy, we will be subrogated to all of your rights against the "borrower" and any other person or organization liable under the terms of the "insured loan." You must sign and deliver, at our request, all instruments and papers and do whatever else is necessary to transfer, assign and secure such rights. You must do nothing to prejudice such rights. Your release or waiver of the right to collect the unpaid balance of an "insured loan," without our prior written consent, will release us from any obligation under this Policy as to such "insured loan."

Payment Deferrals

You may, at your discretion, permit the deferral of up to two "insured loan" payments without our consent and without prejudice of your rights hereunder. An "insured loan" payment may not be deferred for more than two months past the final scheduled "insured loan" payment.

Policy Period

A Policy Period is the 12 month period beginning on the effective date of this Policy, and each 12 month period thereafter beginning on the Anniversary Date, shown on the Declarations.

Premium

1. You are responsible for payment of all premiums when due. You are also responsible for providing us with information we request from time to time for determining premium.
2. We reserve the right to change your premium rate according to our rates, rules and forms in effect at the time of change.

Transfer Of Your Rights And Duties

Your rights and duties under this Policy may not be transferred without our written consent.

President

This endorsement modifies coverage provided under the Lenders Protection Insurance.

Arkansas Insurance Department Contact Information

The Arkansas Insurance Department Contact Information is added as follows:

If we fail to provide you with reasonable and adequate service, please contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
(501) 371-2640

Cancellation Of This Policy

The Cancellation Of This Policy General Policy Condition is replaced with the following:

1. You may cancel this Policy by mailing or delivering advance written notice of cancellation to us.
2. If we cancel this Policy, cancellation is effective:
 - a. 10 days after we mail or deliver notice of cancellation for nonpayment of premium; or
 - b. 20 days after we mail or deliver notice of cancellation for any of the following reasons:
 - 1) Fraud or material misrepresentation made by you or with your knowledge, in obtaining this Policy, continuing this Policy, or in presenting a claim under this Policy;
 - 2) The occurrence of a material change in the risk that substantially increases any hazard insured against after the issuance of this Policy; or
 - 3) A material violation of a material provision of this Policy.
3. When we cancel this Policy, we will mail or deliver to you, and to your agent, written notice of cancellation stating the effective date and the reason for cancellation. We will mail or deliver this notice to the last mailing address known to us. If this notice is mailed, proof of mailing will be sufficient proof of notice.
4. If this Policy is canceled, coverage will remain in force on "loans" for which the appropriate premium was paid.

Legal Action Against Us

The Legal Action Against Us General Policy Condition is replaced with the following:

1. No person or organization may bring legal action against us under this Policy unless:
 - a. There has been full compliance with all of the terms and provisions of this Policy; and
 - b. The action is brought within 5 years after the date that the loss occurred.
2. If in conflict with state statutes that allow you a certain time period for filing legal action, this condition is amended to conform to such statutes.

Nonrenewal

The Nonrenewal General Policy Condition is replaced with the following:

If we do not renew this Policy we will mail or deliver to you, and to your agent, written notice of nonrenewal stating the effective date and the reason for nonrenewal. We will mail or deliver this notice to the last mailing address known to us at least 60 days before the Anniversary Date of this Policy. If this notice is mailed, proof of mailing will be sufficient proof of notice.

Premium Increase At Renewal Of This Policy

The Premium Increase At Renewal Of This Policy General Policy Condition is added as follows:

If we have the information necessary to renew this Policy, and your renewal premium increases by 25% or more than the current premium, we will mail or deliver to you, written notice of the renewal premium. We will mail or deliver this notice to the last mailing address known to us at least 10 days before the Anniversary Date of this Policy. If this notice is mailed, proof of mailing will be sufficient proof of notice.

<i>SERFF Tracking Number:</i>	<i>CUNX-125926059</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>CUMIS Insurance Society, Inc.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR0107002F01</i>		
<i>TOI:</i>	<i>28.0 Credit</i>	<i>Sub-TOI:</i>	<i>28.0003 Personal Property</i>
<i>Product Name:</i>	<i>Lenders Protection Insurance</i>		
<i>Project Name/Number:</i>	<i>2008 Lenders Protection Revision/GL AR0107002F01</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>CUNX-125926059</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>CUMIS Insurance Society, Inc.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR0107002F01</i>		
<i>TOI:</i>	<i>28.0 Credit</i>	<i>Sub-TOI:</i>	<i>28.0003 Personal Property</i>
<i>Product Name:</i>	<i>Lenders Protection Insurance</i>		
<i>Project Name/Number:</i>	<i>2008 Lenders Protection Revision/GL AR0107002F01</i>		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	12/02/2008
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Comments:

Attachments:

AR - FORM FILING ABSTRACT F-1.PDF
AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4_30_03)).PDF
AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF
AR - NAIC FORM FILING SCHEDULE.PDF
HL LEND 300 10 08.PDF
HL LEND 301 10 08.PDF
HL LEND 304 10 08 AR.PDF

ARKANSAS INSURANCE DEPARTMENT

Form F-1
Rev. 4/96

FORM FILING ABSTRACT

ALL QUESTIONS MUST BE ANSWERED

Page 1 of 2

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed 12.01.08
2. Company Name(s) CUMIS Insurance Society, Inc.
Group Name N/A NAIC No. 10847 Group No. 306
3. (a) Annual Statement Line of Business Number (Page 14) _____
(b) Class of Business Credit unions and credit union related organizations
(c) Coverages Affected Lenders Protection Insurance
4. (a) Name of Advisory Organization, if any _____
(b) Affiliations with Advisory Organization: Member (☐) Subscriber (☐)
5. Is this a reference filing? Yes (☐) No (☒) If yes, please provide the following:
(a) Name of Advisory Organization (or Affiliated Company) N/A
(b) Date of Filing N/A
(c) Filing Designation Number or Description LENDPRO GL AR0107002F01

PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM

7. Has the form(s) been approved for use in your domiciliary state and/or other states?
No - Pending
8. Is the form filed in response to or due to legislation? If so, specify legislation.
No
9. Is the form in response to or due to recent court decisions? If so, give citation.
No

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Signature

Laura L. Theis

Title

800-356-2644 – Ext. 8816

Telephone Number

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); Also Indicate Withdrawals: Provide Synopsis of Coverage
LEND 300 07/04	05.01.2009	LEND 300 10 08	Declaration (Refer to Filing Description.)
LEND 301 11/05	05.01.2009	LEND 301 10 08	Lenders Protection Insurance (Refer to Filing Description.)
LEND 304 10 04 AR	05.01.2009	LEND 304 10 08 AR	Arkansas Endorsement (Refer to Filing Description.)

ARKANSAS CERTIFICATE OF COMPLIANCE

(You may print or type the information required by this form)



I, Laureen A. M. Haseley, Vice President,
(Name) (Title of Authorized Officer) of

CUMIS Insurance Society, Inc.
(Name of Insurer)

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:

- Arkansas Code Annotated;
- Arkansas Rules and Regulations;
- Arkansas Insurance Bulletins, Directives and Orders;
- Applicable filing requirements including the applicable product standards set forth in the product checklists; and
- Rulings and decisions of any court of this state.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate corrective action shall be taken by the commissioner against the company.

3. Pursuant to Ark. Code Ann. § 23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

4. Pursuant to Ark. Code Ann. §23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

Does this Certification apply to all the companies in this filing? (Yes or No) •

Yes

If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #

Company Tracking Number • GL AR0107002F01

Signature of Authorized Officer •

A handwritten signature in black ink that reads "Laureen A. M. Haseley".

Name of Authorized Officer • Laureen A. M. Haseley

Title of Authorized Officer • Vice President, Product Executive

Email address of Authorized Officer • CUMIS.Compliance.Mail@cunamutual.com

Telephone # of Authorized Officer • 608-238-5851 Ext: 7606

Date • 12.01.08

This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3rd St., Little Rock, AR 72201, telephone: 501-371-2800, or email: information.pnc@state.ar.us

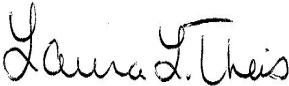
Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

3. Group Name					Group NAIC #
					306
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	
CUMIS Insurance Society, Inc.	IA	10847	39-0972608		

5. Company Tracking Number	GL AR0107002F01
-----------------------------------	-----------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Laura L. Theis, AIS (Administrative Office) Location 5910 2 C6, 5910 Mineral Point Rd Madison WI 53705	Compliance Analyst	800-356-2644 Ext. 8816	608-236-6226	CUMIS.Compliance.Mail@cunamutual.com
7. Signature of authorized filer				
8. Please print name of authorized filer	Laura L. Theis, AIS			

Filing Information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	28.0 Credit			
10. Sub-Type of Insurance (Sub-TOI)	28.0003 Personal Property			
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]				
12. Company Program Title (Marketing Title)	Lenders Protection Insurance			
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:	05/01/2009	Renewal:	05/01/2009
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16. Reference Organization (if applicable)	N/A			
17. Reference Organization # & Title	N/A			
18. Company's Date of Filing	12.01.08			
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	GL AR0107002F01
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

We are filing the following revisions for all new and renewal policies effective on and after May 1, 2009. The following items are included for your review and consideration.

FORMS

The attached forms have formatting and style changes, including the addition of quotations around defined terms versus beginning with capital letters and bold print. Other non-substantive and clarifying revisions have also been made. The summary below only references the substantive revisions.

Declarations - LEND 300 10 08

- The insuring agreement has been deleted. This information is contained in the policy.
- Policy Period has been revised. A Policy Period General Policy Condition has been added to the policy.

Lenders Protection Insurance - LEND 301 10 08

Definitions:

- Deficiency Loss has been revised to clarify the last payment to principal will be considered the last payment made by the borrower or owner.
- Gray Market Motor Vehicle, Salvaged Motor Vehicle and True Miles Unknown Motor Vehicle were added because the Motor Vehicle definition was revised to clarify what is not considered a motor vehicle.
- Loan has been revised to clarify it is secured by a security agreement on one motor vehicle. In addition, the Outstanding Loan Balance, Realized Value and Wholesale Fair Market Value definitions were revised to remove reference to more than one motor vehicle.
- Policy Period has been deleted. A Policy Period General Policy Condition has been added.

Loss Settlement:

- Loss Settlement has been revised to clarify the last payment to principal will be considered the last payment made by the borrower or owner.

Exclusions:

- Subtitles have replaced the exclusion numbers, and the exclusions have been arranged alphabetically.
- Other revisions were made to address revisions previously mentioned.

Conditions For A Loss:

- Subtitles have replaced the exclusion numbers, and the exclusions have been arranged alphabetically.
- Additional required documentation has been added to File Notice Of Claim

General Policy Conditions:

- Cancellation Of This Policy has been revised for consistency with other CUMIS policies.
- Duties To Prevent Or Reduce Loss has been revised for clarification and to address revisions previously mentioned.
- Nonrenewal has been revised for consistency with other CUMIS policies.
- Policy Period has been added.

Arkansas Endorsement - LEND 304 10 08 AR

This is a revised form. This endorsement amends the policy to comply with state statutes, regulations and bulletins.

Attached are final printed copies of the forms. Also attached are copies of the revised forms showing added and deleted items. These revised forms show HL in the lower left corner. Added items are double underlined, and deleted items are struck out.

22.	Filing Fees (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]				
	<table style="width: 100%;"> <tr> <td style="width: 15%;">Check #:</td> <td>N/A - Submitted via EFT</td> </tr> <tr> <td>Amount:</td> <td>\$50.00 - Submitted via EFT</td> </tr> </table>	Check #:	N/A - Submitted via EFT	Amount:	\$50.00 - Submitted via EFT
Check #:	N/A - Submitted via EFT				
Amount:	\$50.00 - Submitted via EFT				

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	GL AR0107002F01
----	--	-----------------

2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	GL AR0107002R01
----	---	-----------------

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Declarations	LEND 300 10 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	LEND 300 07/04	DOI Approved 11/08/04
02	Lenders Protection Insurance	LEND 301 10 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	LEND 301 11/05	AR-PC-05-017315
03	Arkansas Endorsement	LEND 304 10 08 AR	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	LEND 304 10 04 AR	DOI Approved 11/08/04
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

CUMIS Insurance Society, Inc.

Home Office:
2000 Heritage Way
Waverly, IA 50677

Administrative Office:
5910 Mineral Point Rd
Madison, WI 53705

**DECLARATIONS
LENDERS PROTECTION INSURANCE**

Policyholder/Address:

Policy Number:

~~CUMIS Insurance Society, Inc. agrees to insure, subject to the terms and conditions of this Policy, your interest in the Motor Vehicle pledged to secure the Insured Loan when the appropriate premium has been paid by the required due date.~~

~~This Policy Period shall be the period of 12 months from the is effective date of this Policy, which is _____ at 12:01 a.m. standard time, on _____, and any Anniversary Date thereafter, at the address of the Policyholder shown on the Declarations and is continuous until terminated canceled.~~

The Anniversary Date of this Policy is _____ ~~for~~ and each calendar year thereafter.

~~Effective Date of this Declarations: These Declarations are effective at 12:01 a.m. on _____ and supersede any previous Declarations.~~

Reason for Declarations:

Loan Limit of Of Liability:

Maximum Loan Term Of Repayment:

Premium:

Countersignature
(Where Required)

Issue Date of this Declarations:

LENDERS PROTECTION INSURANCE

Coverage in this Policy is subject to the following provisions. Read the entire Policy carefully to determine rights ~~and~~ duties, and what is and is not covered.

The words "you" and "your" refer to the Policyholder shown ~~in~~ on the Declarations. The words "we," "us" and "our" refer to CUMIS Insurance Society, Inc.

Other words and phrases that appear in ~~beginning capitals and bold print~~ quotation marks are defined in the Policy and have special meaning.

COVERAGE ~~PROVIDED~~

We will reimburse you for a "deficiency loss." The amount we will pay for a "deficiency loss" is subject to the "loan limit of liability." Our obligations are subject to ~~all the terms, conditions, exclusions and limitations~~ Declarations, Coverage, Definitions, Loss Settlement, Exclusions, Conditions For A Loss and General Policy Conditions of this Policy.

DEFINITIONS

Borrower

"Borrower" means any person(s) borrowing funds from you under an "insured loan agreement."

Date Of Loss

"Date of loss" means the date when you realize an amount from the sale of the "repossessed" "motor vehicle."

Deficiency Loss

"Deficiency loss" means the amount, if any, after selling the "motor vehicle" that secures the "insured loan" by which the "outstanding loan balance" of the "insured loan" as of the date of the last payment to principal, made by the "borrower" or "owner," plus a maximum of 60 days of interest exceeds the greater of:

a. 1. "Realized value"; or

b. 2. 80% of the "wholesale fair market value" as of 90 days after the last payment to principal, made by the "borrower" or "owner," or the "date of loss," whichever date is earliest.

Gray Market Motor Vehicle

"Gray market motor vehicle" means a "motor vehicle" that has been brought into the United States of America, its territories or possessions, from another country, and has never been titled in the United States of America, its territories or possessions.

Insured Loan or Insured Loan Agreement

"Insured loan" or "insured loan agreement" means the written contract(s) evidencing a "loan" issued during the Policy Period stating the terms of repayment for money you have loaned to a "borrower" and that is secured by a "security agreement" on a "motor vehicle" and which we have notified you is insured under this Policy. An "insured loan" or "insured loan agreement" does not mean a lease.

Loan

"Loan" means a written contract stating the terms of repayment for money you have loaned to a "borrower" and that is secured by a "security agreement" on a one "motor vehicle."

Loan Limit Of Liability

The "loan limit of liability" is the most we will pay for a "deficiency loss" for an "insured loan." The amount of the "loan limit of liability" is ~~set forth in~~ shown on the Declarations.

Motor Vehicle

1. "Motor vehicle" means:

- a. Automobile;~~or~~
- b. Utility vehicle;~~or~~
- c. Light pick-up truck; or
- d. Van,

when used for personal, family or household use for which you have:

- a. A "security agreement" between you and the "owner" of the "motor vehicle"; ~~and~~
- b. A properly perfected "security interest," including full rights of "repossession" against the "owner," purchasers of the "motor vehicle" and all other secured parties; and
- c. An "insured loan agreement" that includes the amount loaned to a "borrower" and scheduled regular monthly payments.

2. "Motor vehicle" does not mean a:

- a. "Gray market motor vehicle";
- b. "Salvaged motor vehicle"; or
- c. "True miles unknown motor vehicle."

Notice Of Claim

"Notice of claim" means a detailed proof of loss on a form provided by us.

Outstanding Loan Balance

"Outstanding loan balance" means the amount of principal due you for an "insured loan" secured by the "repossessed" "motor vehicle" less:

1. Any insurance charges and other charges including late fees and finance charges; and
2. Collection expenses, including attorney fees and court costs; mechanic's lien expenses, "repossession" fees, auction or disposal fees, storage expenses, locator expenses, appraisal fees, legal expenses, or any other expenses associated with the collection of the "insured loan" or "repossession" or sale of the "motor vehicle."

~~If more than one Insured Loan is secured by the same Motor Vehicle, the Outstanding Loan Balance will be the sum of the Outstanding Loan Balances for all Insured Loans secured by the same Motor Vehicle.~~

Owner

"Owner" means the person(s) whose name(s) appear(s) on the certificate of title to the "motor vehicle" as owner or who otherwise has legal ownership of the "motor vehicle." "Owner" does not mean you.

Policy Period

~~Policy Period means the policy period stated in the Declarations to this Policy.~~

Realized Value

"Realized value" means the amount you realize from the sale of the "repossessed" "motor vehicle," without deductions for mechanic's lien expenses, "repossession" fees, auction or disposal fees, storage expenses, locator expenses, appraisal fees, legal expenses, or any other expenses associated with "repossession" or sale of the "motor vehicle," plus any amounts received for physical damage loss to the "motor vehicle."

~~If more than one Motor Vehicle secures the same Insured Loan, the Realized Value will be the sum of the Realized Values for all the Motor Vehicles that secure the same Insured Loan.~~

Redemption Period

"Redemption period" means the minimum period required by federal or state statute or regulation that the "owner" has to redeem a "motor vehicle" following "repossession."

Repossess or Repossessed or Repossession

“Repossess” or “repossessed” or “repossession” means that you or someone on your behalf, other than the “owner” or “borrower,” has physical care, custody and control of the “motor vehicle” that secures the “insured loan.”

Salvaged Motor Vehicle

“Salvaged motor vehicle” means a “motor vehicle” that has been damaged, destroyed or wrecked to such an extent that it was considered uneconomical to repair.

Security Agreement

“Security agreement” means the written agreement that creates a “security interest” in the “motor vehicle.”

Security Interest

“Security interest” means an interest in the “motor vehicle” that secures the payment or performance of an “insured loan” to you other than a wholesale or floor plan obligation.

True Miles Unknown Motor Vehicle

“True miles unknown motor vehicle” means a “motor vehicle” that the:

1. True miles are unknown;
2. Mileage shown on the odometer is not the actual number of miles traveled; or
3. Odometer has been repaired or replaced and was incapable of registering the same mileage it had prior to its repair or replacement.

Wholesale Fair Market Value

“Wholesale fair market value” means the wholesale or trade-in value of the “repossessed” “motor vehicle,” where located, according to the applicable nationally recognized used car valuation guide approved by us. If no “wholesale fair market value” is available in a nationally recognized used car valuation guide approved by us, “wholesale fair market value” means a comparative value obtained from an auto dealer, approved by us, for a recently sold motor vehicle of the same year, make, model and options.

~~If more than one Motor Vehicle secures the same Insured Loan, the Wholesale Fair Market Value will be the sum of the Wholesale Fair Market Values for all the Motor Vehicles that secure the same Insured Loan.~~

In the event of a "deficiency loss" to which this Policy applies, upon receipt of the proper "notice of claim" and adequate supporting claim documentation, and subject to the "loan limit of liability," we will reimburse you for such loss in an amount ~~which shall~~ that will be calculated as follows:

Loss Settlement Option

The "outstanding loan balance" as of the date of last payment to principal, made by the "borrower" or "owner," plus accrued interest on the "insured loan" from the date of the last payment to principal, made by the "borrower" or "owner," not to exceed 60 days of such interest, less:

~~a.1.~~ The greater of the:

1) a. "Realized value"; or

2) b. 80% of the "wholesale fair market value" as of 90 days after the last payment to principal, made by the "borrower" or "owner," or the "date of loss," whichever date is earliest; and

~~b.2.~~ Any payment to an "insured loan" received after the date of last payment to principal, made by the "borrower" or "owner," not included above.

We will not pay for a loss resulting from:

Business Or Commercial Use

~~10.~~ "Motor vehicles" used as a public or livery conveyance or taxi or any other business or commercial use.

Cross-Collateral Clause

7-A "loan" in which your "security interest" results from the application of a cross-collateral clause.

Damage Or Theft

4. Physical damage to, or theft of, a "motor vehicle."

Dishonest, Fraudulent Or Criminal Act

3. Any dishonest, fraudulent or criminal act; or intentional concealment or misrepresentation of a material fact, by:

~~a.1.~~ You or any of your directors, officers, agents or employees; ~~or~~

~~b.2.~~ Any dealer, consignee or broker from whom you acquire the "loan" or any officer or employee of such dealer, consignee or broker; ~~or~~

~~c.3.~~ Anyone acting in any capacity as an agent for you in obtaining the "loan"; or

~~d.4.~~ A "borrower" or "owner,"

at any time and relating to coverage under this Policy.

Loan Collection

9-A "deficiency loss" if you are able to collect "loan" payments from any source.

Loan Not Covered

~~6.~~ A "loan" which:

~~a.1.~~ We did not expressly agree to insure; ~~or~~

~~b.2.~~ No premium was paid; ~~or~~

~~c.3.~~ Was not secured by the "repossessed" "motor vehicle"; or

4. Was secured by more than one "motor vehicle."

Loan Or Security Interest Created

~~1.~~A "loan" granted or "security interest" created:

~~a.~~1. Prior to the effective date of this Policy; or

~~b.~~2. After cancellation of this Policy.

No Title Or Unperfected Title

~~5.~~Your failure to obtain or perfect title of a "repossessed" "motor vehicle."

Nonregular Scheduled Payments

~~2.~~A "loan" that includes any scheduled:

~~a.~~1. Balloon payment; ~~or~~

~~b.~~2. Single payment; or

~~c.~~3. Regular payments more than one month apart.

Other Motor Vehicles

A "loan" secured by a "gray market motor vehicle," "salvaged motor vehicle" or "true miles unknown motor vehicle."

Priority Of Security Interest Lost

~~11.~~Loss of priority of your "security interest" over other holders of security interests in, or liens against, the "motor vehicle."

Title Defect

~~8.~~A defect in the title that existed at the time the "loan" became effective.

The following must have occurred or exist for us to have any obligation for a loss payment.

Collect Outstanding Loan Balance

9-You have made a good faith effort to collect the "outstanding loan balance" from any source reasonably known to you.

File Notice Of Claim

8-Within 30 days after sale of the "repossessed" "motor vehicle," you will file with us a completed "notice of claim" with supporting documentation including payment history, date of "repossession," bill of sale for the "repossessed" "motor vehicle," police report (if applicable), ~~note~~ "loan" and "security agreement," and proof of "motor vehicle" valuation to insure the "loan."

First Position Security Interest

4-You must have a first position "security interest" in the "motor vehicle." There may be no other lien holder with a security interest in the "motor vehicle" superior to your "security interest."

Loan Due And Payable

4-You or your representatives have declared all sums owed under the "insured loan" due and payable.

Physical Damage Insurance

3-You must require the "owner" or "borrower" to maintain acceptable physical damage insurance on the "motor vehicle" with you named as loss payee. The deductible on such physical damage insurance must not exceed \$1,000.

Possession

5-You have:

- a-1-Taken possession of the "motor vehicle" in accordance with the provisions of the Uniform Commercial Code or other applicable statute or regulation; and
- b-2-Proceeded in accordance with such Code or other statute or regulation to foreclose the interest of the "owner" in the "motor vehicle."

Provide Notices

2-You must have provided any and all notices concerning the "insured loan" or your "security interest" in the "motor vehicle" required by the Uniform Commercial Code or other applicable statute or regulation necessary to protect your "security interest."

Redemption

~~7.~~Any applicable “redemption period” and all “owner’s” rights to redemption must have fully lapsed prior to sale of the “repossessed” “motor vehicle.”

Repossessed And Sold

~~6.~~The “motor vehicle” has been “repossessed” and sold.

Cancellation Of This Policy

1. You may cancel this Policy by ~~providing~~ mailing or delivering advance written notice of cancellation to us.
2. ~~We may~~ If we cancel this Policy, ~~by mailing or delivering to you, and to the agent, written notice of cancellation stating the reason for cancellation, at least~~ cancellation is effective:
 - a. 10 days ~~before the effective date~~ after we mail or deliver notice of cancellation ~~if we cancel for nonpayment of premium; or~~
 - b. 30 days ~~before the effective date~~ after we mail or deliver notice of cancellation ~~if we cancel for any other reason.~~
3. When we cancel this Policy, we will mail or deliver to you, and to your agent, written notice of cancellation stating the effective date and the reason for cancellation. We will mail or deliver the this notice to your the last mailing address known to us. 4. The notice of cancellation will state the effective date of cancellation. The Policy will end on that date. 5. If this notice is mailed, proof of mailing will be sufficient proof of notice.
- ~~6.4. If this Policy is cancelled canceled; a. Coverage coverage will remain in force on "loans" for which the appropriate premium was paid; and b. All premiums paid will be fully earned and no premium refund will be paid by us.~~

Cancellation Of Coverage On A Loan

Coverage on an "insured loan" will be ~~cancelled canceled~~ without further action by us when the "outstanding loan balance" has been refinanced or paid off. In such event, upon notice to us, we will send you any premium refund due. The refund will be 100% for the first three months, and reduced by 5% per month after that. If we paid a claim on that "insured loan" under this Policy, no premium refund will be provided.

Changes Or Modifications Of Policy Terms

1. The terms of this Policy may not be changed or deleted except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium on all "insured loans" granted on or after the effective date of the change.
2. If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the Policy Period, the broadened coverage will immediately apply to this Policy.

Concealment, Misrepresentation Or Fraud

This Policy is voidable by us in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or your directors, officers, employees or agents, at any time, concerning:

1. This Policy; or
2. A claim under this Policy.

Conformity With Statute

Terms of this Policy that are in conflict with the statutes of the state where this Policy is issued are amended to conform to such statutes.

Coverage For An Insured Loan

You must request coverage under this Policy for any “loan” you wish to be covered and insured under this Policy. We will provide you forms or procedures to apply for insurance for a particular “loan.” You must apply for insurance for a “loan” prior to or at the time of making of the “loan.” If we accept your request for insurance coverage for a specific “loan,” we will notify you of the acceptance for that “loan” with the premium due on that “insured loan” for the scheduled length of the “insured loan.” You must pay the full premium due not later than the due date shown.

Coverage Issued In Error

Coverage for a “loan” will be rescinded and we will return premium in full, if coverage was issued in error.

Coverage Territory

Coverage under this Policy applies only to “repossessions” that occur within the United States of America, its territories and possessions.

Duties In The Event Of Loss

1. When you become aware of a loss, you must promptly:
 - a. Provide us with written notification of the loss on a form provided by us; ~~and~~
 - b. Cooperate with us, our appointee, or any public official in the investigation, settlement, or the conduct of any claim or suit, using legal proceedings if necessary; ~~and~~
 - c. Provide us with documentation when requested by us; and
 - d. Agree to examinations under oath, at our request, and give us a signed statement of your answers.

2. You must not assume any other obligation, incur any expense or voluntarily make any payment, except at your own cost, unless specifically authorized by us.

Duties To Prevent Or Reduce Loss

Upon discovery of any act or omission that may result in a covered loss, ~~you will promptly take~~, at your own expense, you will promptly:

1. Take all reasonable steps to: ~~a. Collect~~ collect on the outstanding "insured loan"; and
- ~~b. "Repossess" the "motor vehicle"; and c. Obtain legal possession of any other Motor Vehicle that secures the "insured loan" and sell it.~~

Examination

We have the right to examine your operations, books and records at any time while this Policy remains in effect. By our examination of your operations, books or records we make no representation or warranty of compliance with any law or regulation. The examination would be for our benefit only.

Existing Loans

A "loan" made before the effective date of this Policy, that is renegotiated after the Policy effective date and for which application is made under this Policy for insurance, will be considered a new "loan" requiring, if insurance is issued under this Policy, the payment of premium thereon for coverage under this Policy.

Future Advances

Any advances that increase the "outstanding loan balance" and for which application is made under this Policy for insurance will be considered a new "loan" requiring, if insurance is issued under this Policy, the payment of premium thereon for coverage under this Policy.

Legal Action Against Us

1. No person or organization may bring legal action against us under this Policy unless:
 - a. There has been full compliance with all of the terms and provisions of this Policy; and
 - b. The action is brought within 2 years after the date that the loss occurred.
2. If in conflict with state statutes that allow you a certain time period for filing legal action, this condition is amended to conform to such statutes.

Loan Agreement Required Terms Of Repayment

The "insured loan agreement" must require payments in amounts sufficient to fully repay the total amount borrowed, including principal and interest, within the number of years shown ~~in~~ on the Declarations from the date of disbursement.

Misrepresentation By Borrower

You must keep us fully and promptly informed of any information coming to your knowledge at any time that would indicate the "borrower" had misrepresented facts that, if truly represented, would have resulted, under our underwriting standards in effect at the time of the "insured loan," in the refusal of coverage under this Policy.

Nonrenewal

~~1. We may nonrenew. If we do not renew this Policy after it has been in effect for 12 months or more. We will mail or deliver to you, and to the your agent, written notice of nonrenewal stating the nonrenewal effective date and the reason for nonrenewal. 2. We will mail or deliver the this notice to your the last mailing address known to us at least 30 days before the Anniversary Date of this Policy. If a nonrenewal this notice is mailed, proof of mailing will be sufficient proof of notice.~~

Other Insurance

1. The insurance under this Policy will be excess insurance if there is other valid and collectible insurance that applies or would have applied in the absence of this Policy.
2. This Policy will not pay any Loss Settlement until the amount of the other insurance has been exhausted. Subject to the terms of this Policy, you will be reimbursed the difference between the amount collectible from the other insurance and the amount of the Loss Settlement that otherwise would have been paid by this Policy.

Our Right To Recover From Others

If we pay a Loss Settlement under this Policy, we will be subrogated to all of your rights against the "borrower" and any other person or organization liable under the terms of the "insured loan." You must sign and deliver, at our request, all instruments and papers and do whatever else is necessary to transfer, assign and secure such rights. You must do nothing to prejudice such rights. Your release or waiver of the right to collect the unpaid balance of an "insured loan," without our prior written consent, will release us from any obligation under this Policy as to such "insured loan."

Payment Deferrals

You may, at your discretion, permit the deferral of up to two "insured loan" payments without our consent and without prejudice of your rights hereunder. An "insured loan" payment may not be deferred for more than two months past the final scheduled "insured loan" payment.

Policy Period

A Policy Period is the 12 month period beginning on the effective date of this Policy, and each 12 month period thereafter beginning on the Anniversary Date, shown on the Declarations.

Premium

1. You are responsible for payment of all premiums when due. You are also responsible for providing us with information we request from time to time for determining premium.
2. We reserve the right to change your premium rate according to our rates, rules and forms in effect at the time of change.

Transfer Of Your RightsAnd Duties

Your rights and duties under this Policy may not be transferred without our written consent.

President

This endorsement modifies coverage provided under the Lenders Protection Insurance.

Arkansas Insurance Department Contact Information

The Arkansas Insurance Department Contact Information is added as follows:

If we fail to provide you with reasonable and adequate service, please contact:

Arkansas Insurance Department
Consumer Services Divisions
400 University Tower Building
Little Rock, Arkansas 72204
(501) 371-2640

Cancellation Of This Policy

The Cancellation Of This Policy General Policy Condition is replaced with the following:

1. You may cancel this Policy by mailing or delivering advance written notice of cancellation to us.
2. If we cancel this Policy, cancellation is effective:
 - a. 10 days after we mail or deliver notice of cancellation for nonpayment of premium; or
 - b. 20 days after we mail or deliver notice of cancellation for any of the following reasons:
 - 1) Fraud or material misrepresentation made by you or with your knowledge, in obtaining this Policy, continuing this Policy, or in presenting a claim under this Policy;
 - 2) The occurrence of a material change in the risk that substantially increases any hazard insured against after the issuance of this Policy; or
 - 3) A material violation of a material provision of this Policy.
3. When we cancel this Policy, we will mail or deliver to you, and to your agent, written notice of cancellation stating the effective date and the reason for cancellation. We will mail or deliver this notice to the last mailing address known to us. If this notice is mailed, proof of mailing will be sufficient proof of notice.
4. If this Policy is canceled, coverage will remain in force on "loans" for which the appropriate premium was paid.
- ~~1. You may cancel this Policy by providing advance written notice of cancellation to us.~~
- ~~2. We may cancel this Policy only for one or more of the following reasons:~~

Cancellation Of This Policy - continued

- ~~a. Fraud or material misrepresentation made by or with your knowledge in obtaining this Policy, continuing this Policy, or in presenting a claim under this Policy; or~~
- ~~b. The occurrence of a material change in the risk which substantially increases any hazard insured against after this Policy was issued; or~~
- ~~c. A material violation of a material provision of this Policy.~~

~~We may cancel this Policy by mailing or delivering to you, and to the agent, written notice of cancellation stating the reason for cancellation, at least 20 days before the effective date of cancellation.~~

- ~~3. We will mail or deliver the notice to your last mailing address known to us.~~
- ~~4. The notice of cancellation will state the effective date of cancellation. The Policy will end on that date.~~
- ~~5. If notice is mailed, proof of mailing will be sufficient proof of notice.~~
- ~~6. If this Policy is cancelled:~~
 - ~~a. Coverage will remain in force on Loans for which the appropriate premium was paid; and~~
 - ~~b. All premiums paid will be fully earned and no premium refund will be paid by us.~~

Legal Action Against Us

The Legal Action Against Us General Policy Condition is replaced with the following:

- 1. No person or organization may bring legal action against us under this Policy unless:
 - a. There has been full compliance with all of the terms and provisions of this Policy; and
 - b. The action is brought within 5 years after the date that the loss occurred.
- 2. If in conflict with state statutes that allow you a certain time period for filing legal action, this condition is amended to conform to such statutes.

Nonrenewal

The Nonrenewal General Policy Condition is replaced with the following:

If we do not renew this Policy we will mail or deliver to you, and to your agent, written notice of nonrenewal stating the effective date and the reason for nonrenewal. We will mail or deliver this notice to the last mailing address known to us at least 60 days before the Anniversary Date of this Policy. If this notice is mailed, proof of mailing will be sufficient proof of notice.

- ~~1. We may nonrenew this Policy after it has been in effect for 12 months or more. We will mail or deliver to you, and to the agent, written notice of nonrenewal stating the nonrenewal effective date and the reason for nonrenewal.~~
- ~~2. We will mail or deliver the notice to your last mailing address known to us at least 60 days before the Anniversary Date of this Policy. If a nonrenewal notice is mailed, proof of mailing will be sufficient proof of notice.~~

Premium Increase At Renewal Of This Policy

The Premium Increase At Renewal Of This Policy General Policy Condition is added as follows:

If we have the information necessary to renew this Policy, and your renewal premium increases by 25% or more than the current premium, we will mail or deliver to you, written notice of the renewal premium. We will mail or deliver this notice to the last mailing address known to us at least 10 days before the Anniversary Date of this Policy. If this notice is mailed, proof of mailing will be sufficient proof of notice.